



Bid Number 50 - 131415

THREE YEAR CONTRACT TO PROVIDE PLACARDS & RENEWAL STICKERS FOR YEARS 2020-2021, 2022-2023 & 2024-2025 FOR THE JEFFERSON PARISH DEPARTMENT OF EMERGENCY MANAGEMENT & ALL PARISH AGENCIES & MUNICIPALITIES.

August 6, 2020 AT 2:00 PM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received in the Purchasing Department by the bid due date and time.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Donna Reamey
Dreamey@Jeffparish.net
504-364-2684**

PLACARD SPECIFICATIONS

This is for a three year contract to provide placards and renewal stickers.

1. All placards are to be serialized. Vendor will contact Emergency Management for proper sequential numbering of placards prior to production.
2. The permit number should begin with the Jefferson Parish initials (JP) followed by placard type, the year printed and the number sequence.
3. The paper for the placards shall be 65lb Kan't Kopy K1 (Security) blue cover protection clear kote, 7 X 10.
4. Fade resistant litho inks.
5. Placards are printed as follows:
 - Optima bold 48 pt. with 48 pt. leading between 2020 and 2021
 - Numbers are centered.
 - Number "2" measures 1.5" top to bottom.
 - Horizontal space between the 2020 and 2021 is no more than 2/8 of an inch.
 - Actual length of the four digit (2020) year is 1-1/2"
 - All 5 participating parish seals are to be on the placard without the sitting parish president's name on the seals.
 - Placards will be placed on the dash board on the driver's side of the vehicle
 - Placards are printed alike except for the permit numbers
6. Placards will have print on the back in black with the "terms of use" as well as a list of emergency contacts.
7. Placards will be numbered, printed, trimmed, boxed and delivered to the address provided.

8. Quantities listed may be more or less.
9. Proof must be approved by the Emergency Management department prior to production.

RENEWAL STICKER SPECIFICATIONS

1. Print 2" X 2" security renewal sticker
2. Print one (1) color, green, plus foil stamp(silver "hologram" foil)
3. Print on white matte permanent adhesive sticker stock
4. Include sequential permit number on the bottom of each sticker.
Sequential numbering will be provided by the Emergency Management department at the time of order.
5. Sticker will affix to placard.
6. Quantities listed may be more or less.
7. Proof must be approved by the Emergency Management department prior to production.

DATE: 7/22/2020

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00131415

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

BUYER: DREAMEY@jeffparish.net

BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETN, LA 70053 UNTIL 2:00 PM, 8/06/2020 AND PUBLICLY OPENED THEREAFTER.

For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only. All bids will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting www.jeffparishbids.net to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

LATE BIDS WILL NOT BE ACCEPTED

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission, warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA – R.S. 38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online.

This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE
CORRESPONDING INSTRUCTIONS BELOW.

10,12,13,15

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session – Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00131415

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	ONLY	THREE YEAR CONTRACT TO PROVIDE PLACARDS & RENEWAL STICKERS FOR YEARS 2020-2021, 2022-2023 & 2024-2025 FOR THE JEFFERSON PARISH DEPT. OF EMERGENCY MANAGEMENT AND ALL PARISH AGENCIES & MUNICIPALITIES. 0010 - SET UP FEE, *TO BE CHARGED PER ORDER, NOT PER PLACARD TYPE*	Included	Below
2	100.00	EA	0020 - A SUPPLY OF 2020-2021 PLACARDS JP-ER	\$1.70	\$170.00
3	100.00	EA	0030 - A SUPPLY OF 2022-2023 PLACARDS JP-ER	\$1.751	\$175.10
4	100.00	EA	0040 - A SUPPLY OF 2024-2025 PLACARDS JP-ER	\$1.80354	\$180.354
5	100.00	EA	0050 - A SUPPLY OF 2020-2021 PLACARDS JP-1	\$1.70	\$170.00
6	100.00	EA	0060 - A SUPPLY OF 2022-2023 PLACARDS JP-1	\$1.751	\$175.10
7	100.00	EA	0070 - A SUPPLY OF 2024-2025 PLACARDS JP-1	\$1.80354	\$180.354
8	100.00	EA	0080 - A SUPPLY OF 2020-2021 PLACARDS JP-2	\$1.70	\$170.00
9	100.00	EA	0090 - A SUPPLY OF 2022-2023 PLACARDS JP-2	\$1.751	\$175.10
10	100.00	EA	0100 - A SUPPLY OF 2024-2025 PLACARDS JP-2	\$1.80354	\$180.354
11	100.00	EA	0110 - A SUPPLY OF 2020-2021 PLACARDS JP-1R	\$1.70	\$170.00
12	100.00	EA	0120 - A SUPPLY OF 2022-2023 PLACARDS JP-1R	\$1.751	\$175.10

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00131415

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
13	100.00	EA	0130 - A SUPPLY OF 2024-2025 PLACARDS JP-1R	\$1.80354	\$180.354
14	100.00	EA	0140 - A SUPPLY OF 2020-2021 PLACARDS JP-2R	\$1.70	\$170.00
15	100.00	EA	0150 - A SUPPLY OF 2022-2023 PLACARDS JP-2R	\$1.751	\$175.10
16	100.00	EA	0160 - A SUPPLY OF 2024-2025 PLACARDS JP-2R	\$1.80354	\$180.354
17	100.00	EA	0170 - A SUPPLY OF 2022-2023 RENEWAL STICKERS TO BE AFFIXED TO PLACARDS	\$5.49	\$549.00
18	100.00	EA	0180 - A SUPPLY OF 2024-2025 RENEWAL STICKERS TO BE AFFIXED TO PLACARDS	\$5.6547	\$565.47
19	100.00	EA	0190 - FEE FOR PLASTICIZED COATING FOR ALL PLACARDS	Included	Above



Weldon, Williams & Lick, Inc.

Shipping Address: 711 North A Street 72901-2121

Mailing Address: P.O. Box 168 72902-0168

Fort Smith, Arkansas, U.S.A.

479-783-4113 800-242-4995 Fax 479-783-7050

www.wwlinc.com

CERTIFIED RESOLUTION

I, Tracey S. Geren, Secretary/Treasurer of Weldon, Williams & Lick, Inc., a corporation organized and existing under the laws of the State of Arkansas (the Company), do hereby certify that at a meeting of the Board of Directors of said corporation duly called and held on the 1st day of March, 2019, at which meeting a quorum was present, the following resolution was, upon motion duly made, seconded and unanimously carried, adopted:

RESOLVED, that those individuals in the following designated positions are authorized to execute and submit bids on behalf of the Company:

Executive Chairman
Chief Executive Officer/President
Vice President of Sales/International & Systems
Vice President of Sales/Domestic
Vice President of Business Development
Sales Manager
Business Development Manager
Account Manager
Research & Development Director

FURTHER RESOLVED, that those individuals in the following designated positions are authorized to execute and submit sales contracts on behalf of the Company:

Executive Chairman
Chief Executive Officer/President
Vice President of Sales/International & Systems
Vice President of Sales/Domestic
Vice President of Production
Vice President of Operations
Vice President of Business Development
Secretary-Treasurer
Sales Manager

FURTHER RESOLVED, that those individuals in the following designated positions are authorized to execute and submit contracts related to the establishment and maintenance of bank accounts or other financial instruments, excluding debt instruments, on behalf of the Company:

Executive Chairman
Chief Executive Officer/President
Secretary-Treasurer

...continued next page

FURTHER RESOLVED, that those individuals in the following designated positions are authorized to execute and submit debt instruments with a financial institution, on behalf of the Company:

Executive Chairman
Chief Executive Officer/President

FURTHER RESOLVED, that those individuals in the following designated positions are authorized to execute and submit contracts in the ordinary course of business in their respective areas of responsibility for the Company:

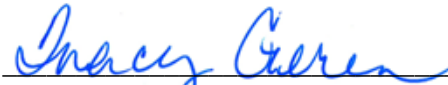
Executive Chairman
Chief Executive Officer/President
Vice President of Sales/International & Systems
Vice President of Sales/Domestic
Vice President of Production
Vice President of Operations
Vice President of Business Development
Secretary-Treasurer

I certify that the foregoing is a true record of the resolution duly adopted at the Board Meeting held on March 1, 2019, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand, this date, March 1, 2019.

Corporate Seal




Tracey Geren, President & CEO, Secretary
Weldon, Williams & Lick, Inc.

Non-Public Works Bid Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

Instruction sheet may be omitted when submitting the affidavit

Non-Public Works Bid

AFFIDAVIT

STATE OF Arkansas

PARISH/COUNTY OF Sebastian

BEFORE ME, the undersigned authority, personally came and appeared: _____
Tom Knight, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized VP, Domestic Sales of Weldon, Williams & Lick, Inc. (Entity),
the party who submitted a bid in response to Bid Number 50-131415, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B X _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

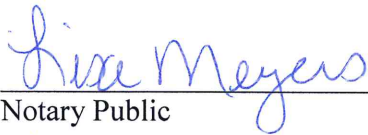


Signature of Affiant

Tom Knight, VP, Domestic Sales
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 4TH DAY OF August, 2020.



Notary Public

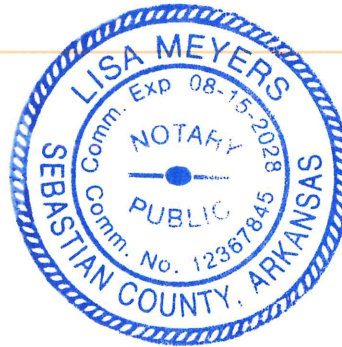


Printed Name of Notary



Notary/Bar Roll Number

My commission expires 8-15-28.



STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

☐ WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☐ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☐ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required unless otherwise specified in the bid. Such insurance is due upon contract execution.

1) **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

2) **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

January 2020

Changes to Jefferson Parish Bidding Information

The Jefferson Parish Purchasing Department would like to make vendors aware of the following changes:

Probable Construction Cost: Per Jefferson Parish Administrative Policy, the probable construction cost is not revealed in the Jefferson Parish Bidding Documents. Jefferson Parish Administrative Policy has changed and a range of the probable construction cost will be stated in the Jefferson Parish bidding document, entitled Important Notice to All Bidders – Bid Requirements. Per Louisiana Public Bid Law, the probable construction cost will be read at the bid opening.

Insurance Requirement: **All bidders** must provide proof of valid insurance in the required amounts as stated in the Standard Insurance Requirements for bidding purposes. Failure to provide the proof of valid insurance in all of the required coverage amounts will result in bid rejection.

GENERAL GOVERNMENT BLDG. – 200 DERBIGNY ST., SUITE 4400, GRETNA, LA 70053
OFFICE 504.364.2678

JOSEPH S. YENNI BLDG. – 1221 ELMWOOD PARK BLVD., SUITE 404, JEFFERSON, LA 70123
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.NET WEBSITE: WWW.JEFFPARISH.NET



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

May 2020

PURCHASING DEPARTMENT ANNOUNCEMENT

Public Access to the General Government Building and Joseph S. Yenni Building:

Effective **Monday, May 18, 2020**, Jefferson Parish Government buildings will be open to the public. All visitors will be required to wear a mask or face covering and undergo a temperature screening prior to entry.

Bid Openings:

Due to COVID-19 safety precautions, all public bid openings have been suspended. Bid openings will continue and be made available via phone conference by calling the following:

Dial-in Number: (504) 323-1800

Meeting ID: 181357

Bids will be accepted through Central Bidding or manual submission. Manually-submitted bids can be delivered to either Purchasing office location; however, if submitting bids on the day of the bid opening, bidders must submit at the West Bank location. Advertised bids will be received until 2 p.m. The bid opening teleconference will begin at 2:30 p.m. on each bid opening date.

If you have any questions, please contact the Purchasing Department at (504) 364-2678 or e-mail purchasing@jeffparish.net for assistance.

GENERAL GOVERNMENT BLDG. — 200 DERBIGNY ST., SUITE 4400, GRETNA, LA 70053
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ADDITIONAL WW&L PRICING INFORMATION

- Quoted prices include shipping charges.
- Pricing is based on the specifications as outlined in this quote. Changes in specifications will be documented in the change order process and may result in adjustments to quoted prices based on the new specification. Materials are allocated based on the quantity of each item in your price agreement. Prices will be adjusted for additional quantities. Pricing for lower quantities will be adjusted based on the quantity of items printed at the end of a project, plus any unused material cost allocated to your project, along with any completed processes.
- Artwork is required in an acceptable format: Adobe InDesign is the preferred software for design layout. WW&L recommends that Illustrator and Photoshop be used for support elements only and that these elements are placed into InDesign to build the production artwork.
- Price includes an initial proof and one proof revision. Additional proofs or art rework will incur alteration charges (currently \$175 per hour) and may also require adjustments in the comprehensive schedule.
- Quoted prices do not include any applicable taxes.
- Proofs will be provided in 7 to 10 working days after receipt of your complete order and artwork in acceptable format.
- Standard production time is 25 to 30 working days after final proof approval.
- NOTE: If a specific delivery date is required a detailed production schedule will be provided.
- If data is included in your specifications, prices include up to three transmissions. Additional data transmission will incur further charges.
- Delayed artwork, multiple proof revisions and delays in the approval process will require adjustments to production schedules.
- Cartons and Packages with lightweight contents are subject to dimensional weight adjustments by the carrier.
- Please note our attached Terms and Conditions; these will become effective upon our receipt of your orders, unless otherwise agreed upon.



WELDON, WILLIAMS & LICK, INC. STANDARD TERMS AND CONDITIONS

ACCEPTANCE OF YOUR ORDER IS CONDITIONED UPON THE FOLLOWING:

PURCHASE ORDERS: A purchase order is any communication from the Customer to WW&L requesting that WW&L manufacture or sell to the Customer products described therein or in a separate communication and a purchase order shall be effective upon acceptance by WW&L. Acceptance by WW&L may be either by notification to Customer or by commencing work on the goods or services ordered.

Acceptance of a purchase order is subject to credit approval. The work is to be performed according to the specifications expressly set forth in the agreement and in any of WW&L's specifications relating to portions of the work, as provided to the Customer. If for any reason, other than solely WW&L's error, all or any part of the work must be redone, an additional charge will be made at current rates. An additional charge at current rates may also be made for work requested by the Customer that is different from or in addition to the work, as specified in the estimate.

ESTIMATES: An estimate not accepted in writing within thirty (30) days may be changed. No discount will be allowed unless specifically set forth in the estimate itself. Estimates are based on WW&L's written understanding of the Customer's specifications and the accuracy of the specifications provided to WW&L by the Customer. WW&L has the option to re-estimate a project at the time of submission by Customer if the project does not conform to the information on which the original estimate was based.

Estimates are based on the cost of services, labor and materials on the date of the estimate. If changes occur in cost of materials, labor, or other costs prior to acceptance, or if the Customer requires changes in specification, quantities, designs, or the production schedule subsequent to acceptance, or in the event of foreign or domestic legislation enacted by any level of government, including tax legislation, which increases the cost of producing, warehousing, or selling the goods or services purchased hereunder, WW&L reserves the right to change the price estimated. Subsequent orders will be subject to price revision if required. Estimates do not include applicable taxes, shipping costs or deliveries unless specifically stated in the estimate.

If there is a change in specifications or instructions to the original estimate and these changes result in additional costs, WW&L will inform the Customer, in writing, what these additional costs will be. The work performed will be billed at the current rates as agreed, and the completion date may be delayed.

EXPERIMENTAL WORK: WW&L will charge a reasonable price for experimental or preliminary work performed at Customer's request. This work cannot be used without WW&L's written consent.

CREATIVE WORK: WW&L may provide examples of creative work in the form of creative briefs, ideas, concepts, demos, sketches, dummies, storyboards, comprehensive layouts, prototypes or by other means. Creative work may be communicated verbally, visually and/or electronically. This creative work is the sole property of WW&L and may not be used by the Customer in any form or derivation without WW&L's express written permission or without Customer's payment of compensation as determined by WW&L.

PREPRESS PROOFS: When requested by Customer, WW&L will submit prepress proofs for the Customer's review and approval. Corrections or revisions will be made by the Customer on the "master set" of prepress proofs and shall be returned to WW&L, marked "OK" or "OK with corrections" or "Revised Proof Required" and signed by the Customer. Until the master set is received, no additional work will be performed. WW&L will not be responsible for undetected production errors if: (1) proofs are not required by the Customer, (2) the work is printed per the Customer's OK of the signed master set, or (3) requests for changes are communicated orally and not verified as defined herein, by Customer on a "master set."



PRESS PROOFS: Press proofs will not be furnished unless they have been required in writing in WW&L's quotation. A press sheet can be submitted for the Customer's approval as long as the Customer is present at the press during make ready. WW&L may assess reasonable charges for any press time lost or alterations or corrections made because of the Customer's delay or change of mind.

COLOR PROOFING: A color proof is used to simulate how the printed piece will look. Due to differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance by WW&L.

ELECTRONIC MANUSCRIPT OR IMAGE: It is the Customer's responsibility to maintain a copy of the original file. WW&L is not responsible for accidental damage to media supplied by the Customer or for the accuracy of furnished input or final output. Until digital input can be evaluated by WW&L, no claims or promises are made regarding WW&L's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize Customer-supplied files will be charged at prevailing rates.

PREPARATORY MATERIALS: Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by WW&L remain WW&L's exclusive property.

ALTERATIONS/CORRECTIONS: Prices estimated herein are based upon WW&L's written understanding of the Customer specifications. No handwritten alterations to the printed portions of this agreement are valid unless initialed by WW&L and the Customer. Changes to original specifications of this agreement after acceptance by WW&L will be billed as extra charges at WW&L's usual rates. Notwithstanding the foregoing and recognizing both the frequency of change orders and press deadlines, WW&L's written change order sent to Customer by email, postal mail or facsimile shall amend the terms of the specific job it is pertinent to without the countersignature of Customer, if Customer does not controvert the change order within 24 hours of receipt thereof.

CANCELLATION OR DEVIATION: Customer shall be liable for all costs incurred by WW&L resulting from cancellation or deviation that are not otherwise avoidable by WW&L through reasonable commercial efforts, including, without limitation, down press and bindery time, materials ordered or inventoried on Customer's behalf and not otherwise usable by WW&L in the ordinary course of its business within a reasonable period of time and related obligations.

TELECOMMUNICATIONS: Unless otherwise agreed, the Customer will pay for all telecommunication transmission charges. WW&L is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

INSURANCE AND RISK OF LOSS: All stock and materials belonging to a Customer will be held and stored only at the Customer's risk, and the Customer shall be responsible for insurance on their material. Customer retains title to and the insurable interest in its materials. Because of this, WW&L is held harmless for acts not of its doing that create losses. All files, software, programs, paper, film, plates, or other materials not supplied by Customer but used to perform the services hereunder shall remain the exclusive property of WW&L unless otherwise agreed in writing. WW&L shall carry insurance to protect against acts or negligence on the part of its employees in the normal course of business. If specific additional insurance coverage is desired, such coverage must be specified by agreement or by separate insurance rider and premium. In such instances, the liability for losses will be limited to the agreed upon insurance amount. Moreover, WW&L will only maintain fire and extended coverage on property belonging to the Customer while the property is in WW&L's possession. WW&L's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to WW&L.

Customer shall bear all risk of loss to finished work upon delivery of the work by WW&L or its subcontractor, as applicable, to a common or contract carrier or to the U.S. Postal Service mail unit, F.O.B. WW&L's plant or its subcontractor's shipping dock. The risk of loss for property furnished and/or owned by Customer and for partially-finished work before or after the manufacturing process and while in transit to or from WW&L's premises shall be borne by Customer. Title to finished and partially-finished work shall pass at the same time the risk of loss for such work passes to Customer.



SHIPPING AND DELIVERY: Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. WW&L's plant. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, WW&L will charge accordingly at current rates. Charges for delivery of materials and supplies from the Customer to WW&L, or from the Customer's representative to WW&L are not included in quotations unless specified. Title for finished work passes to the Customer upon delivery to the carrier at shipping point, or upon mailing of invoices for the finished work or its segments, whichever occurs first.

DELIVERY CHARGES FOR DISTRIBUTION SERVICES: Estimates do not include delivery charges. WW&L will notify the Customer in writing including by facsimile or by delivery-confirmed e-mail of the required charges as soon as this amount is known and will notify the Customer of the date when these charges are needed in order to complete the fulfillment prior to the agreed upon fulfillment date. While WW&L will make every effort to provide the Customer with an accurate estimate of required delivery charges, WW&L is not responsible for reasons beyond WW&L's control. Payment of delivery charges in advance is required on all orders and is the responsibility of the Customer. WW&L reserves the right to hold product for which sufficient delivery charges have not been paid or until payment has been verified. The Customer will provide the payment in adequate time for WW&L to complete the fulfillment prior to the previously agreed upon fulfillment date.

PRODUCTION SCHEDULES & FORCE MAJEURE: Production schedules will be established and followed by both the Customer and WW&L. There will be no liability or penalty assessed against WW&L for delays due to Customer delays, state of war, riot, civil disorder, flood, fire, strikes, accidents, action of government or Page 3 of 4 Standard Terms and Conditions 01/14 civil authority, acts of God, terrorism, unavailability or shortages of materials, equipment failures, acts or defaults of the work of a subcontractor, delays in transportation or other causes beyond the control of WW&L. In such cases, schedules will be extended by an amount of time equal to delay incurred. The prices in this agreement are based upon full compliance with said schedule and any deviation from the agreed upon schedule on the part of the Customer may result in a revised delivery date or additional charges for downtime or overtime incurred by WW&L due to said deviation from the schedule. In any case, no additional work will be performed by WW&L until such revised schedule and/or pricing is approved by the Customer.

CUSTOMER FURNISHED MATERIALS: Materials furnished by Customers or their representatives are verified by delivery tickets. WW&L bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by WW&L. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, electronic files, disks, data, or other materials furnished by the Customer must be usable by WW&L without alteration or repair. Items not meeting this requirement will be repaired by Customer or by WW&L with no WW&L liability for said repair and may result in additional reasonable charges and delivery delay.

OVER-RUNS OR UNDER-RUNS: Over-runs or under-runs will not exceed the percentage specified in the contract. WW&L will bill for actual quantity delivered within this tolerance. If Customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

OUTSIDE PURCHASES: Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Customer, are chargeable. Customer is responsible for payment for any outside purchases which WW&L has been authorized by the Customer to purchase, including outside purchases remaining on hand as the result of Customer changing suppliers, discontinuing publication, or changing paper requirements. WW&L reserves the right to substitute comparable paper of a manufacturer different than that designated unless specified otherwise in the agreement.

PAYMENT TERMS: Open account payment terms are net cash in 30 calendar days from date of invoice as specified. A monthly service charge may apply on all past due balances. Credit Cards Accepted without a surcharge if paid within ten (10) days of the invoice date. If paying after the specified time a 2.5% surcharge will be applied to the total charge. ALL PAYMENTS AND REMITTANCE MUST BE MADE DIRECT TO WELDON, WILLIAMS & LICK, INC., P.O. Box 168, Fort Smith, AR 72902-0168, U.S.A

LIENS: As security for payment of any sum due under the terms hereof, WW&L retains a lien on all Customer property in WW&L's



possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the Customer is liable for all collection costs incurred, including reasonable attorneys' fees.

CLAIMS: Claims for defects, damages, or shortages must be made by the Customer in writing no later than five (5) calendar days after delivery. If no claim is made within the specified time period, WW&L and the Customer will have mutually acknowledged that the job has been accepted by the Customer and WW&L's performance has fully satisfied all terms, conditions, and specifications of the purchase agreement.

TIME IS OF THE ESSENCE: WW&L and Customer mutually agree that time is of the essence in this agreement, and if Customer defaults in the payment of any part hereof the entire amount of the agreement shall immediately become due and payable without notice at the option of WW&L together with all costs of collection, including reasonable attorney's fees if collected by law or through an attorney. In the event Customer defaults in making any payment under this or any other agreement currently being performed for Customer by WW&L, then WW&L may suspend performance under this agreement.

DAMAGES AND LIMITATIONS OF LIABILITY: WW&L's maximum liability, whether by negligence, contract, or otherwise, for any claim whatsoever of any kind and nature arising out of this agreement, or fraction affected, shall not exceed the amount paid by the Customer. It is further mutually agreed that replacing the work (including any services) or re-mailing or re-shipping a correction or corrected job as soon as possible to rectify a mistake that is the subject of this agreement shall satisfy any and all claims whatsoever of any kind and nature arising out of this agreement. Under no circumstances will WW&L be liable for specific, incidental or consequential damages, including, but not limited to lost profits and lost postal discounts, however proximate or foreseeable. Customer agrees that the prices in this agreement for the work (including any goods or services) that is the subject of this agreement are consideration for limiting WW&L's liability hereunder.

INDEMNIFICATION: Customer represents and warrants that neither the execution, delivery or performance, nor consummation of the transactions contemplated by this agreement will result in actual or alleged infringement of any proprietary right (including, but not limited to, trademark, trade secret, patent or copyright rights), or any actual or alleged misuse of personally identifiable information, or violation of any other laws and regulations applicable, or a violation or breach of, or default under any provision of the charter, by-laws or any material agreement to which it is a party. At all times Customer's performance under this agreement will be in compliance with any and all other rights arising from or in connection with the products or services produced by WW&L at the direction of the Customer. Customer agrees to indemnify and save WW&L harmless from any and all losses, claims, or damages (including legal costs and reasonable attorney fees) that WW&L may suffer in connection with a claim related to any actual or alleged breach of the representations and warranties described above.

WAIVER: No waiver by either party of any default by the other in the performance of or compliance with any provision, condition, or requirement herein shall be deemed to be a waiver of, or any manner release such other party from compliance with any provision, condition, or requirement in the future, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter. Any matter arising under this agreement that creates a right of action in either party against the other party, or the enforcement of any obligation or undertaking by one party against the other, shall survive any termination or expiration of this agreement.

COPYRIGHTS: The Customer warrants that it has the right to produce the subject matter to be printed, duplicated, or distributed and that the subject matter to be printed is not copyrighted by a third party. If the subject matter is copyrighted, the Customer warrants that it owns the copyright or has express permission of the owner to reproduce the copyrighted subject matter. The Customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The Customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the Customer agrees to indemnify and hold WW&L harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.



PERSONAL OR ECONOMIC RIGHTS: The Customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens any person's right to privacy or other personal or economic rights. WW&L, when not acting in an illegal discriminatory manner, reserves the right at his or her discretion to reject any job tendered based on illegal, libelous, scandalous, improper, or unsubstantiated content based on copyright, trademark, trade name or service mark infringement related to any elements of the job. Furthermore, the Customer will, at the Customer's sole expense, promptly and thoroughly defend WW&L in all legal actions arising from such claims as long as WW&L promptly notifies the Customer of the legal action and gives the Customer reasonable time to undertake and conduct a defense. WW&L reserves the right to use its sole discretion in refusing to print anything it deems illegal, libelous, scandalous, improper, or infringing upon copyright law.

STORAGE: WW&L will retain intermediate materials until the related end product has been accepted by the Customer. If requested by the Customer, intermediate materials will be stored for an additional period at an additional reasonable charge. WW&L is not liable for any loss or damage to stored material beyond what is recoverable by WW&L's fire and extended insurance coverage.

LIMITED WARRANTY: All goods are warranted to be manufactured correctly according to the Customer's written specifications as provided to WW&L, or as modified by a written mutual agreement. It is expressly agreed and understood that WW&L's liability for any breach of warranty is limited to replacement or refund of the purchase price of any defective goods unless agreed in writing. This Limited Warranty is in lieu of any other warranty, expressed, or implied, and there are no other warranties that apply to the goods provided or services rendered, or this agreement, including, without limitation, any implied warranty of merchantability, or warranty of fitness for purpose.

TAXES: All taxes and assessments levied by any governmental authority are the responsibility of the Customer. All amounts due for taxes and assessments will be added to the Customer's invoice. No tax exemption will be granted unless official proof of the Customer's exemption is on file with WW&L or such documentation accompanies the order. If, after the Customer has paid the invoice, it is determined that more tax is due, the Customer must promptly remit the required taxes to the taxing authority or immediately reimburse WW&L for any additional taxes paid.

SUBSEQUENT WORK: To facilitate and expedite the parties' dealings on future printing jobs, it is agreed that the terms set forth in this agreement shall apply to all future printing jobs unless amended or contradicted in writing signed by both parties.

CHOICE OF LAW AND FORUM SELECTION: This agreement is made pursuant to and shall be governed by the laws of the state of Arkansas. Customer agrees that any dispute or claim arising under or in connection with agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the state of Arkansas, and Customer waives any objection to jurisdiction or venue or any defense claiming a lack of jurisdiction or improper venue, in any action brought in such courts.

COST AND EXPENSE OF LEGAL ACTION: The prevailing party in any legal action or proceeding brought to enforce this agreement shall be entitled to recover from the other reasonable attorneys' fees, costs and expenses arising out of such legal action brought before a court, mediator, arbitration or private settlement.

INTEGRATION: This agreement contains the entire agreement of the parties and no inducements, representations, promises, agreements, or understandings, oral or in writing between the parties, not embodied herein or subsequently made a part hereof by a properly executed addendum or amendment hereto as herein provided, shall be of any force or effect. No addendum to or amendment in the provisions of this agreement shall be effective or binding upon a party hereto unless embodied in a written instrument executed on behalf of such party by an authorized representative.

ASSIGNMENT: WW&L may, in its sole discretion, assign this estimate and/or subcontract all of the work hereunder. This agreement shall be binding upon and shall inure to the benefit of the successors, and assigns of the Customer and WW&L, provided, however, that Customer may not assign or transfer this agreement, in whole or in part, except on the prior written consent of WW&L.

SEVERABILITY: If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.